



## Alabama Athletic Commission

260 Commerce Street, 4<sup>th</sup> Floor

Montgomery, AL 36104

Phone: (334) 245-4374

Fax: (650) 479-0150

### SURETY BOND FOR PROMOTER'S LICENSE

The purpose of this Surety Bond is to insure the payment for damages, penalties, taxes or expenses resulting from promotional activities necessary for the proper functioning of any public or private competition that involves the sport of boxing, kickboxing, mixed martial arts or any form of boxing, kickboxing or mixed martial arts. These participants include but are not limited to: Inspectors, Judges, Referees, Timekeepers, Physicians, and Patrons as defined by the rules of the Alabama Athletic Commission. The person desiring to obtain a Promoter's license is referred to for the purpose of this document as "Promoter."

Date Bond Executed \_\_\_\_\_ Effective Dates: From: \_\_\_\_\_ To: \_\_\_\_\_

Promoter Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Promoter Address: \_\_\_\_\_  
Street City State Zip

Business Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Business Address: \_\_\_\_\_  
Street City State Zip

Type of Organization Promoter: ☐ Joint Venture ☐ Corporation ☐ Partnership ☐ Proprietorship

State of Incorporation of Promoter (If Applicable): \_\_\_\_\_

Surety Name :(hereinafter "Surety"): \_\_\_\_\_ Phone Number \_\_\_\_\_

Surety Business Address: \_\_\_\_\_  
Street City State Zi

I, Promoter, and Surety are indebted and bound to the Alabama Athletic Commission for the use and benefit of any person who is injured or damaged by acts or omissions of the Promoter-Applicant in their performance of activities subject to all rules and regulations of the Alabama Athletic Commission, our legal representatives and successors jointly and severally.

The conditions of this obligation is that the Promoter-Applicant desires to hold any public or private competition that involves the sport of boxing or any other form of boxer as defined by the rules of the Alabama Athletic Commission, is submitting a surety bond in the amount not less than the amount obligated to the Commission, all paid personnel and contracts at the event.

If the Promoter and all of the Promoter's agents and employees faithfully and honestly perform and abide by all the obligations imposed by the rules of the Alabama Athletic Commission, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This surety bond is intended to comply with the requirements under all rules of the Alabama Athletic Commission and expressly provide that:

Any person who suffers or sustains any loss or damage by reason of failure of the Promoter to faithfully perform and fulfill their obligations as set forth in the Alabama Athletic Commission rules and regulations shall file a claim with the Surety for such loss and damage, and if the claim is not paid, may bring an action in their own name based upon the bond and recover against the Surety. Any fault, negligence, error or omission, failure to fulfill contractual obligation, whether written or oral, or any other act or failure to act by the Promoter which results in loss or damage, or any violation by the Promoter of any provision of the rule and regulations of the State of Alabama shall result in a claim for full recovery from their bond. This would include any expenses attained to retrieve payment.

The Alabama Athletic Commission may file a claim with the Surety on behalf of any person who has suffered or sustained a loss or damage by reason of the Principal's act or failure to act as described in the preceding paragraph and the Surety shall pay the total amount of the claim for recovery from the bond.

The total aggregate liability of the Surety with respect to this bond shall be limited to the sum of \$ \_\_\_\_\_

The Surety may cancel this bond and be relieved of the further liability hereunder by delivering a sixty (60) day notice to the Promoter at the current address they have listed upon this document and a copy of the letter sent to the Alabama Athletic Commission, 260 Commerce St, Fourth Floor, Montgomery, AL 36104; however, such cancellation shall not operate to relieve, release, or discharge the Surety from any liability already accrued or which shall accrue before the expiration of the sixty (60) day period.

The Promoter and the Surety or either of them if served notice of any action brought against the Promoter or Surety under this bond, written notice of filing of such action shall immediately be given by the Promoter or Surety as each is served or notified to the Alabama Athletic Commission 260 Commerce St, Fourth Floor, Montgomery, AL 36104.

**IN WITNESS WHEREOF, the name of the Promoter is affixed hereto, and the name of the Surety and the signature of its duly appointed Attorney in Fact are affixed the \_\_\_\_\_ day of**

\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Promoter

By: \_\_\_\_\_

Attorney-in-fact for Surety